

**Application for
Short-Term Rental
Conditional Use**

**5531 Clough Pike
Cincinnati, OH 45244**



Chicken Little Three LLC
5531 Clough Pike
Cincinnati, OH 45244

Nicholas Motz, owner
Matthew Motz, owner

Dear Anderson Township Board of Zoning Appeals:

The purpose of this letter is to request a conditional use certificate for 5531 Clough Pike, Cincinnati, OH 45244 as a short-term rental.

Reference Article 6.1

Short Term Rental (STR): Is the rental of a primary residence or portion thereof for a period of less than 30-nights, for which the guest compensates a hosting platform, owner, or lessee of the unit.

Reference Article 2.12 08.a

8. To authorize by the grant of a special zoning certificate after public hearing, the location of any of the following uses, including such buildings and structures as are necessary for their operation, in a District from which they are prohibited by this Resolution.

a. In determining whether to grant a special zoning certificate pursuant to this the Board shall consider and apply the following standards:

i. Spirit and Intent. The proposed use and development shall comply with the spirit and intention of the Zoning Resolution and with District purposes.

The intent for 5531 Clough Pike, Cincinnati, OH 45244 is to be a combination of a short-term rental, mixed with longer term 30-day+ stays, and to continue to be available to the Motz Family for it's usage, as well. The property will be available to rent as a 3-night MINIMUM stay via short term rental platforms (examples: Airbnb & VRBO), as well as promoted as a furnished month+ stay on the same platforms, and eventually via our own stand-alone site.

ii. No Adverse Effect. The proposed use and development shall not have an adverse effect upon adjacent property, or the public health, safety, and general welfare.

The property will NOT have an adverse effect upon adjacent property, or the public health, safety, and general welfare. The property has one exterior doorbell camera triggered by motion and recordable. Both of the owners live within 5 minutes of the site. The site is literally surrounded by multi-generations of Motz family, that also keep eyes on the property. The location is in a rather remote area of Clough Pike, between SR 32 and Turpin Hills Drive, located on 8AC, and with abutting neighboring properties between 20-30AC each. The property is truly a farm setting, while still in the heart of bustling Anderson Township. We want to share the "farm vibe" with our guests/tenants.

iii. Protection of Public Services: The proposed use and development should respect, to the greatest extent practicable, any natural, scenic, and historic features of significant public interest.

We will maintain the farm-like presence that 5531 Clough Pike has had for generations - and still does. In relation to the past 20-years of maintaining the property as a traditional one-year rental to several families, we are actually "raising the bar" with this approach. The past long-term tenants actually created a situation where it was hard for us to fully dictate the cleanliness of the site, with the last tenant, in particular, "junking up" the exterior site. We have just completed and extensive and much-needed site overhaul and cleanup. We look forward to now having full control of, especially, the outdoor site and maintenance of it going forward. The landscaping, lawn, & surrounding areas will be maintained by a professional landscaping company, LANKA Corp. In summary: the site does and will continue to look MUCH MORE organized than in the past 20-years of traditional one-year rentals.

iv. Consistent with Adopted Plans. The proposed use and development shall, as applicable, be harmonious with and in accordance with the general objective of the Township's comprehensive plan and/ or Zoning Resolution.

5531 Clough Pike will be harmonious with and in accordance with the general objective of the Township's comprehensive plan and/ or Zoning Resolution. We will continue to maintain the property and buildings to the current conditions.

Reference Article 5.4

Conditional Uses in Single and Multi-Family Residence Districts

5.4,H,1 - Conditional use criteria

Conditional Use - Short Term Rentals (STR)

(f), (h), (l), (m), (s), (v), (x), (z)

f. Parking shall not be permitted in the area defined as the front yard setback of the existing zone district.

Due to the house being constructed in the late-1800s, the house and garages have and continue to sit within the current "front yard setback" dictated by the zoning code. Parking has been and will continue to be both in the 2-car garage and the driveway in front of the garages, for 2 cars exterior only. Clough Pike is an extremely busy thoroughfare - and cars in this area, in this particular location - are not as intrusive, as a typical Anderson neighborhood.

In regards to parking in the driveway – as mentioned above with the historical one-year traditional rentals of the past, we can now dictate only 2 cars visible in the drive outside the garages. In the past, we had occasions where 3 and 4 cars piled up in the driveway – deterring from the visual cleanliness of the front facade. Should there be a need for more than 2 cars parked outside, we will instruct tenants to park any

additional cars down below at the rear of the property in the lower driveway to the barns. Parking is addressed in the rental contract & listed on short-term rental sites as only two cars in the driveway, and 2 cars in the garages, with any additional outdoor parking below, in the rear.

As such, we ask for a variance, reflective of the past decades of use within the front yard setback, for the current and future uses.

- h. The vehicular use area shall be located and designed so as to minimize impact on the neighborhood.

Parking is addressed in the rental contract & listed on short-term rental sites as only two cars in the driveway and 2 cars in the garages, with any additional outdoor parking below in the rear.

- i. Measures shall be taken to minimize the impact of potential nuisances such as noise, odor, vibration, and dust on adjacent properties.

We have established quiet hours, no parties/events, no smoking/drug use that are all listed on rental sites and within the contract that the guest must agree to when booking the property. We use a 3-night minimum rental period to discourage any "overnight or weekend partying." The property has one exterior doorbell camera triggered by motion and recordable. We have priced and marketed the property to families visiting families, working professionals, and those wanting to get away and experience a "farm get-away." We will address any problems quickly and accordingly.

- m. No exterior alterations of an existing structure shall be made that depart from the residential character of the building. All new structures shall be compatible in residential design with the surrounding neighborhood. However, any improvement required by code or necessitated by licensing requirements shall not be deemed incompatible.

N/A. No exterior alterations.

- s. All exterior lighting shall be directed away from adjacent residential properties.

N/A. No exterior lighting changes.

- v. The applicant shall provide a plan indicating the manner in which the facility will maintain contact with neighborhood residents along with a structured procedure whereby resident's grievances may be filed with the Township and resolved by the facility.

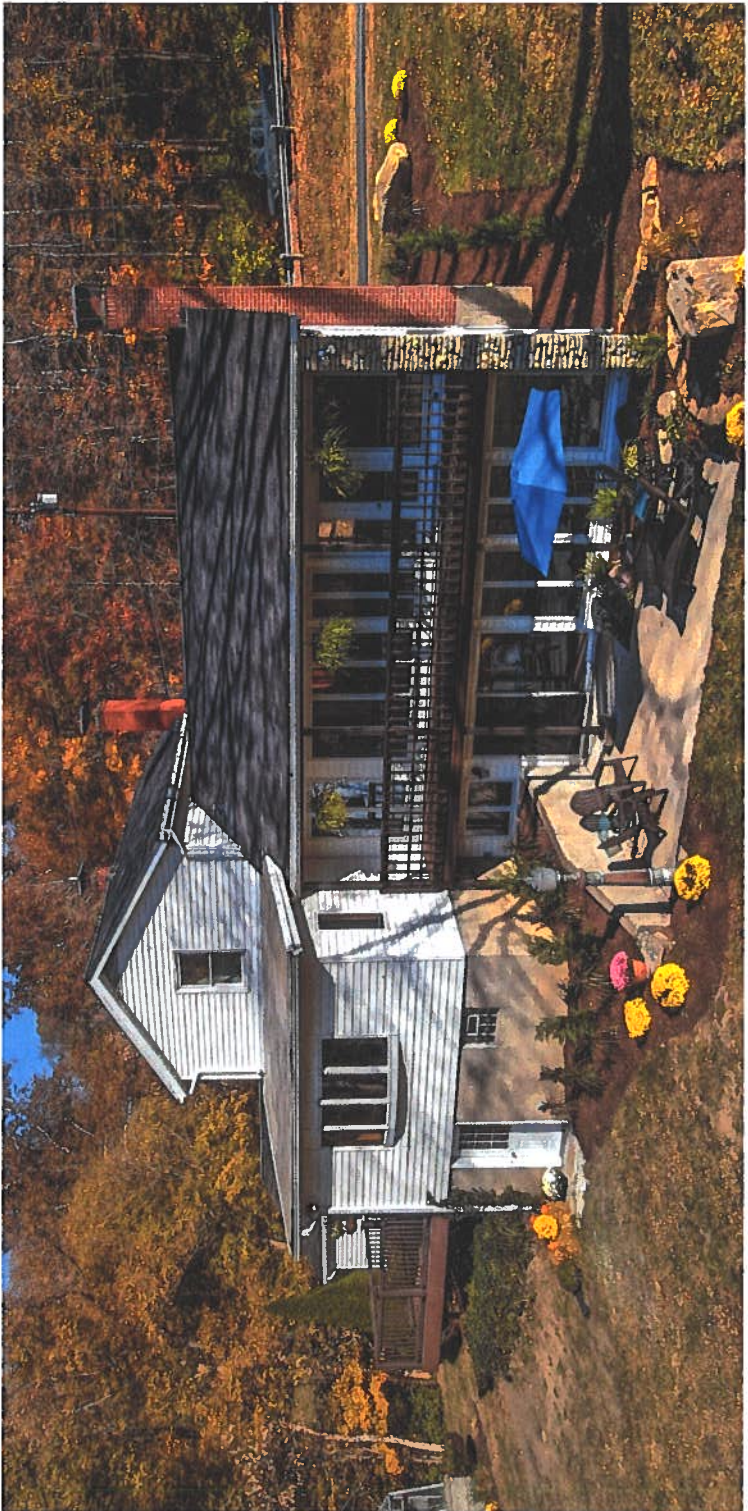
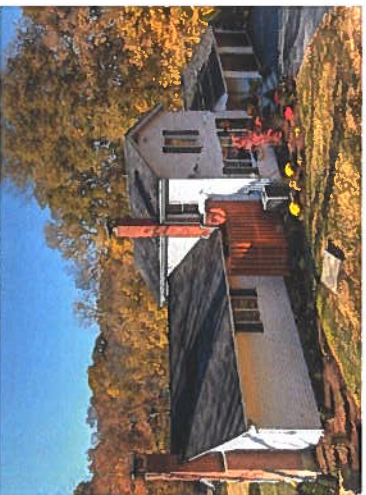
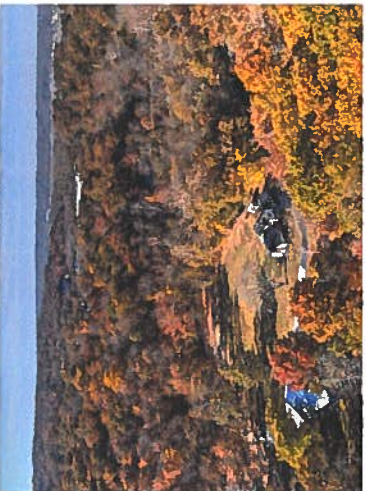
A letter with our contact information and Anderson Township contact information will be placed in neighbors' mailboxes to express any issues, concerns, grievances

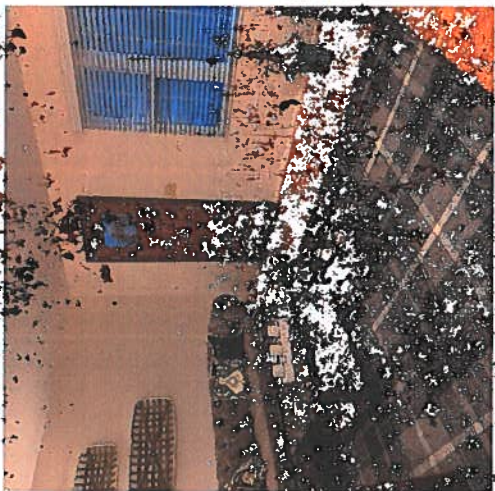
- x. Meals shall be served only to guests or residents of the facility and not to the general public.

N/A. No meals to be served.

- z. An emergency response plan shall be submitted detailing safety measures and response procedures.

An emergency plan is listed in the house manual. We have also included emergency info such as police, hospital, addresses & phone numbers are all listed on a welcome sheet. Fire extinguishers, smoke detectors, and carbon monoxide detectors are located inside the house.





Tenant Agreement For
5531 Clough Pike
Cincinnati, OH 45244

Property Owners:

Nicholas Motz
513-615-1999
nick@gowithmotz.com

Matthew Motz
513-207-9642
matt@gowithmotz.com

Thank you for your interest in 5531 Clough Pike for your stay. All renters must agree to the following house rules, in addition to all Airbnb/VRBO rules.

Arrival time is 4:00 PM. This time is required for the cleaning team to prepare the house for your arrival. Departure time is at 11:00 AM. If a late departure is needed, please contact either of us.

Keyless Entry: Property Owner will provide you with a keyless entry passcode to the rear/side door the morning of your arrival. Should you have any questions, contact the Property Owners. Please close and lock all windows and doors when you leave.

Vacation Rental Terms, Rules, Conditions and Policies

All reservations: Reservations must be made by an adult over the age of 25. Reservations must have one adult over the age of 25 for every 3 persons under the age of 25 occupying the rental during the full *time* of the reservation. Reservations made under false pretense will be subject to eviction and forfeiture of deposit and/or monies paid. All state and local taxes and additional fees shall be covered by the guest.

Maximum Occupancy: A maximum occupancy cannot exceed 10 people (including infants and children). Beds can accommodate up to 8 people, with one additional sleeper sofa..

Guests: Alert owners of any additional guests arriving on the property.

Cancellations and Pandemic Policies, Travel Credits

Cancellation of Reservations: Rental agreements may be terminated by the Property Owner or Guest at any time after satisfying any cancellation policies and complying with any laws that may apply. Guest shall not be relieved of any portion of their reservation due to illness, weather, flight cancellations, job loss,

recession/depression or any travel- related or other issues which may arise and are not under the control of Property Owner. Cancellations received more than 30 days prior to check-in will result in a 100% refund. If booked fewer than 30 days before check-in, full refund for cancellations made within 48 hours of booking and at least 14 days before check-in. Cancellations received less than 14 days, but more than 7 days will result in a 50% refund. Cancellations received less than 7 days prior to arrival, including cancellation on day of arrival and early departures after check-in, are fully non-refundable.

Long term stay cancellation policy (this policy only applies to stays 28 nights or longer): Full refund if cancelled within 48 hours of booking and at least 28 days before check-in. After that, the first 30 days of stay are non-refundable

COVID-19 or any other TBD Pandemic Policy: You accept the full risk for whatever reason (illness, restrictions, travel bans, etc.) for having to cancel and our cancellation policy above will apply. If our (federal, state or local) government prevents travel (travel bans) for any reason (pandemics and/or natural disaster mandatory evacuations) refunds will be issued. However, you will receive a future travel credit for any portion of your stay that you must forfeit due to travel bans/mandatory evacuations. We strongly suggest you consider trip insurance to protect your travel investment.

Early Departures: Because Property Owner carefully schedules reservations in advance, no partial refunds will be made for late arrivals or early departures. No refund will be given for early departures for any reason, weather, sickness related or not.

General Rules and Criteria

Property Damage Protection: Upon arrival we recommend the guest identifies to the owner any/all broken items inside/outside of the property. We take great strides after each guest to repair/replace any/all items needing repair.

Housekeeping: Accommodations will be cleaned to quality standards prior to your arrival and after your departure. You will be responsible for cleaning your unit during your stay and leaving it in good condition at departure. Please remember that you are staying in someone's home during your vacation; please treat it as if it were your own. Reminders are conveniently provided for you at the house for things for you to do prior to your departure.

Linen/Towels/Supplies: Accommodations have complete linen packages provided based on the number of guests in reservation. We ask that you bring your own beach/pool towels as linens must not be removed from accommodations. Guests will be charged for missing and/or damaged linens. A complimentary set-up of trash liners, bathroom tissue, and hand soap is provided but guests must provide any additional items as needed. Locked closets are maintained by homeowners for personal use and are not included in the rental. The owner maintains a locked area in the property for their own personal use. These locked areas are not intended for guest use and will not be accessible.

Thermostat: The thermostat is typically set between 68 - 74 degrees and owner controlled remotely. If preference is windows open, please turn off the AC/Heat but leave fan on.

Furnishings and Equipment: Rental property has a fully equipped kitchen, coffee maker, toaster, dishwasher, washer and dryer, televisions, microwave oven, Wi-Fi, central heating, and air conditioning.

Pets: Pets on a per-pet basis and with extra damage deposit.

Smoking, vaping, or drug use is not allowed in/at any of our properties. Additional charges will be incurred for carpet and upholstery cleaning as well as deodorizing if ANY evidence of smoking, vaping or drug use is found inside our accommodations. If smoking, vaping, or drug use is discovered during stay, guests will be evicted from the property and no refund will be given for an early departure and additional fee will be assessed.

Parking: Parking is in the 2-car garages and on the driveway for 2 cars only. The property driveway allows up to 2 vehicles. Any additional cars beyond 2 outside, need to park below in the lower gravel driveway.

Events/Parties: No parties or events allowed at any time on the property. Any and all requests will be denied. If a party/event is held on the property, guests will be evicted from the property and no refund will be given for an early departure.

Cameras: Multiple exterior cameras with DVR recall are located around the property. No inside cameras.

Indemnity: Property Owner will not be liable for any damage to rental property or furnishings, nor for injuries resulting from any accident that may occur in or on the premises during guest occupancy. Property Owner or representatives may enter the premises at any reasonable time to make repairs. Property Owner will not be held responsible for acts of theft or vandalism or other damages to the guest's personal items left in the unit. Property Owner is NOT responsible for personal items left on the premises by guest upon departure. Units may not be sublet.

Community Policies: Guest shall not violate any city or county ordinance or state law in or about rented property. Please understand that any unlawful activity or excessive disturbances are grounds for eviction and/or law enforcement involvement. If you are planning to entertain guests that are not staying with you in the home, day or evening, please contact the owner. Please note that there are neighborhood and local restrictions regarding occupancy, parking, noise, and events. The owner will be happy to assist by answering any questions that you may have or locating an appropriate event venue.

Reservations: Must be in the name of a member of the traveling party who is 25 years of age or older and the holder of a major credit card. Guests shall not assign responsibility nor sublet to guests without Owners written consent.

Please remember that these policies and guidelines are set forth for your protection, as well as the protection of the Property Owner and will be strictly enforced.

Welcome To "The Chicken Coop!"

Our responsibility and your responsibility are to protect you and our cleaning and maintenance staff, as we have outlined in the white bound binder located in the Rental Property. A copy of the Covid 19 cleaning document can be sent to you per your request.

As we are following the CDC guidelines and providing information to our guests, we are requiring a waiver be signed due to the National Pandemic known as COVID-19. Your acceptance of our Rental Agreement is acceptance of this COVID-19 waiver. If you have any questions, please feel free to contact us.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to BE ON PREMISES pursuant to the Rental Agreement on behalf of myself and any minor child/children or other adults I invite into the Rental Property, I hereby acknowledge and agree to the following: I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.

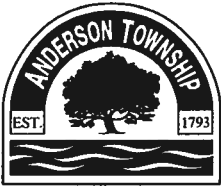
Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to enter into this Rental Agreement.

I acknowledge and fully assume the risk of illness or death related to COVID 19 arising from my being on the premises of the Rental Property and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract and other guests Andrew & Carissa Crawford the Crawford Family Revocable Trust Agreement, the LLCs, their owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID 19 which might occur as a result my being on the premises of the Rental Property.

I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above- named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Ohio. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES OF THE RENTAL PROPERTY.

IN ACCEPTING THIS RENTAL AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and accept it voluntarily as my own free act and deed; no oral representations, statements, or Inducements, apart from the foregoing written agreement, have been made; I am at least twenty-five (25) years of age and fully competent; and I agree to this Agreement for full, adequate, and complete consideration fully intending to be bound by same.



ANDERSON TOWNSHIP BOARD OF ZONING APPEALS

CONSENT OF OWNER(S) TO INSPECT PREMISES

To: Anderson Township Board of Zoning Appeals Members and Staff
Anderson Center
7850 Five Mile Road
Anderson Township, Ohio 45230

Re: Review of Subject Site

Dear Members and Staff:

As owner(s) of the property located at 5531 Clough Pike, Cincinnati, OH 45244, we hereby grant permission to Members of the Board of Zoning Appeals and Staff of Anderson Township to enter the property for visual inspection of the exterior premises and to post a public hearing sign. The purpose of said inspection is to review the existing conditions of the subject site as they relate to the application filed with the Board of Zoning Appeals.

01/12/2023

Date

Nicholas Motz
dotloop verified
01/12/23 3:39 PM EST
TRJD-YPLP-UPKW-RMZY

Owner

Owner

The names of the Anderson Township Board of Zoning Appeals Members are Paul Sian, John Halpin, Steve Haber, Jeffrey Nye, Paul Sheckels, Scott Lawrence, First Alternate, and Amy Richardson, second alternate.



County of Hamilton

DUSTY RHODES
AUDITOR

County Administration Building
138 East Court Street
Cincinnati, Ohio 45202



Residential Rental Property Registration

Owner/Officer/Agent Information

Owner Name: CHICKEN LOVE TRAE Contact Number: 513-702-3251

Address: PO BOX 30302

City: CIN State: OH Zip: 45230

Ownership Type: ☐ Individual ☐ Sole Proprietorship ☐ Partnership

☐ Corporation ☐ Trust

☒ Other (specify): LLC

Information must be submitted for an owner of each property. If owned by a corporation, an officer must be listed.

Corp. Officer Name: NICK MOTZ Contact Number: 513-702-3251

Address: PO BOX 30302

City: CIN State: OH Zip: 45230

An agent can be a person at least 18 years old, residing in or maintaining an office in Hamilton County or any county in Ohio.

Agent Name: SAME Contact Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Rental Properties Owned in Hamilton County

1. Location Address: 5531 CLOUGH RGE City/Township/Village: ANDERSON

Auditor Parcel #: 500.0440.0030.00 Mobile Home Registration #: _____

Of Rental Units: 1 Year Built: 1882

2. Location Address: _____ City/Township/Village: _____

Auditor Parcel #: _____ Mobile Home Registration #: _____

Of Rental Units: _____ Year Built: _____

3. Location Address: _____ City/Township/Village: _____

Auditor Parcel #: _____ Mobile Home Registration #: _____

Of Rental Units: _____ Year Built: _____

Owner/Applicant Signature: _____

Date: _____

Hamilton County Auditor
138 E Court Street, Room 304
Cincinnati, Ohio 45202

Telephone: 513.946.4019
Fax: 513.946.4087
www.hcauditor.org

